

**DIVISION OF EMPLOYMENT AND TRAINING  
AGREEMENT  
by and between  
the Wisconsin Department of Workforce Development (DWD)  
and  
The Wisconsin Energy Conservation Corporation (WECC)  
for the  
Energy Advocate Youth Demonstration Pilot**

This Agreement, which includes Appendix A, is entered into by and between the Division of Employment and Training (DET) on behalf of the Department of Workforce Development (DWD), whose principal address is 201 East Washington Avenue, P.O. Box 7972, Madison, Wisconsin 53707-7972, hereinafter referred to as the Department and the Wisconsin Energy Conservation Corporation (WECC), whose principal address is 431 Charmany Drive Madison, WI 53719, hereinafter referred to as the Grantee. This Agreement covers the period of May 1, 2009 through September 30, 2009.

WHEREAS, the Department wishes to grant funds to the Grantee as it is authorized to do so by Wisconsin law; and,

WHEREAS, the Grantee is engaged in administering the desired services; and,

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, the Department and the Grantee agree as follows:

**Definitions:**

1. "Agreement Appendix" means an addition to the main body of the agreement which is attached prior to the parties signing the agreement. An appendix does not require signatures of either party.
2. "Agreement Modification" means an addition to the main agreement which is attached after both parties have signed the agreement. A modification requires the signature of both parties or their designees.
3. "Agreement Supplement" means a signed unilateral letter from the Department which notifies the Grantee that funds will be added to or will be decreased from the agreement but does not require signature of the Grantee.

**I. Services to be Provided**

**A. Service Description**

A detailed description of the services to be provided and the Grantee's means of delivering them is contained, or incorporated by reference, in the attached Appendices.

B. Adherence to State and Federal Rules and Regulations

The Grantee shall administer the programs as specified in the attached Appendices according to the directives of the Department including those contained in or amended during the period of this Agreement.

II. Funds Provided

A. Payment for services is provided in accordance with the terms and conditions of this Agreement. This amount is contingent upon receipt of funds by the Department. Specific funding amounts are enumerated in the attached Appendices.

B. De-obligation of Funds

1. Mid-Period: The Department may de-obligate unexpended funds via an agreement supplement when the agreement is under spent by twenty percent (20%) or more on a year-to-date basis. The funds allocated in future agreements may be reduced accordingly.
2. End of Agreement Period: The Department shall consider unused funds as de-obligated funds at the end of the period, unless the Department grants carry-over authority in writing.

C. Cost Allocation Plan and Overhead Rate

The overhead rate shall be in accordance with a cost allocation plan prepared by the Grantee. This plan must be available for review as of the date a claim is made and must conform to federal and state requirements. The Grantee's auditor must include procedures in the annual audit to evaluate compliance with applicable federal and state requirements.

III. Payment for Services

A. Payment Process

The Department will make payments to the Grantee based upon the following provisions:

1. Grantee must submit Expenditure Report (invoice) itemizing the total Grantee expenditures related to those services provided in the Agreement and applicable appendix (es).
2. The Department will not make any advance payments.
3. The Department shall reimburse the Grantee for all such allowable expenditures that are reported, up to the funding level specified in this Agreement. Payments shall be used for only current agreement period expenses, as defined by the attachment (s).
4. Payments may be reduced or recovered by the Department anytime during the Agreement period if the Department determines that payments

have been in excess of reported allowable costs or if payments outstanding are not supported by average monthly reported expenditures.

B. Final Expenditure Report

The Grantee shall submit all claims for reimbursement under this Agreement to the Department within 60 days of the end of the period as specified in each Appendix. Expenses incurred within this Agreement period and reported later than sixty (60) days will not be recognized, allowed or reimbursed under the terms of this Agreement.

C. Return of the Excess Payments

The Grantee will return to the Department any funds paid to the Grantee in excess of the allowable costs of services provided under this agreement within 30 days of notification by the Department. Allowable costs are defined by OMB Circulars A-87, A-122 and A-21, the attachment(s) to this agreement, and/or the program policy manual. If the Grantee fails to return funds paid in excess of the allowable costs of the services provided, the Department may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means.

IV. Reporting and Monitoring

A. General Requirements

The Grantee shall comply with the reporting and auditing requirements of the Department. Any required reports shall be forwarded as directed by the Department. The Grantee shall report all costs, as requested by the Department, for federal reporting purposes.

B. Noncompliance

The Grantee shall provide written notice to the Department of all instances of noncompliance with the terms of this Agreement, including noncompliance with any written assurance provided by the Grantee to the Department. Notice shall be given as soon as practical, but in no case later than thirty (30) days after the Grantee knows, or should have known, about the noncompliance. The written notice shall include information on reason(s) for and effect(s) of the noncompliance. If the Department becomes aware of noncompliance with this Agreement, either through notice from the Grantee or through other means, appropriate procedures shall be instituted to protect the interest of the Department. If audits or other required information are not submitted timely, sanctions may be applied.

C. Participant Reporting

The Provider shall submit data necessary to comply with federal and state requirements. The Department agrees to minimize the Grantee's effort associated with this reporting.

D. Consequence of Failure to Submit Reports

Failure to report expenditures and the clients served as specified above shall result in the loss of these funds by the Grantee and the repayment by the Grantee to the Department.

E. Monitoring

The Department's review and monitoring of the Grantee's programs covered under this Agreement may occur anytime during the year. The purpose of the monitoring visits will be to determine the extent of compliance with this Agreement and applicable federal laws and regulations, state statutes and administrative rules, or Department policy. Monitoring reviews may also include performance assessments based on the Grantee's state approved proposal for the period of this Agreement.

V. State and Federal Rules and Regulations

A. General Requirements

The Grantee agrees to meet state and federal service standards as expressed by state and federal laws or rules and regulations applicable to the services covered by this Agreement.

B. Civil Rights Compliance Plan

Applies to agencies that have at least 25 employees and receive a minimum of \$25,000 in Federal and State funding. The Grantee shall submit its Civil Rights Compliance (CRC) Plan within thirty (30) calendar days of the Grantee signing this Agreement. If a similar CRC Plan has been submitted by the Grantee and is approved or is pending approval, or if a similar plan was approved by another State agency within the previous two years, a copy of the CRC Plan submitted or approved or evidence of other agency approval will fulfill this requirement, if submitted to the Division of Employment and Training Civil Rights Compliance Officer, P.O. Box 7972, Madison, Wisconsin 53707-7972.

C. Non-Discrimination Policy

In connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of national origin, age, race, religion, color, disability or association with a person with a disability, sex, arrest or conviction record, sexual orientation, marital status, political affiliation<sup>1</sup>, military participation or use or non-use of lawful products off the employer's premises during non-work hours. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DET Civil Rights Compliance Officer setting forth the provisions of this non-discrimination policy.

---

<sup>1</sup> Providers who receive funding from The United States Department of Agriculture, whether directly from DWD or through one of its contractors or grantees, will also not discriminate against otherwise qualified persons based on political affiliation.

1. The Grantee agrees that the agency and their subcontractors will comply with guidelines in the Civil Rights Compliance Standards and Resource Manual for the Department of Workforce Development, its Service Providers and their Subcontractors for Equal Opportunity in Service Delivery and Employment ([http://www.dwd.state.wi.us/DET/civil\\_rights/default.htm](http://www.dwd.state.wi.us/DET/civil_rights/default.htm)).
2. Requirements herein stated apply to any subcontracts or grants. The Grantee has primary responsibility to take constructive steps, as per the CRC Standards and Resource Manual, to ensure the compliance of its subcontractors. However, where the Grantee has a direct contract with another service provider, the agency need not obtain a subcontract or sub-grantee CRC Plan or monitor that service provider.
3. The Department will monitor the Civil Rights compliance of the Grantee. The Department will conduct reviews to ensure that the Grantee is ensuring compliance by its subcontractors or grantees according to guidelines in the CRC Standards and Resource Manual. The Grantee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the agency, as well as interviews with staff, clients, applicants for services, subcontractors and referral agencies. The reviews will be conducted according to Department procedures. The Department will also conduct reviews to address immediate concerns of complainants.
4. The Grantee agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations and other monitoring efforts.

D. Accounting and Management Information Systems

1. For agreements of \$25,000 or more, the Grantee is required to maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See OMB Circulars A-87, A122 and A-21, available upon request to Grant Administrator.)
2. For agreements of less than \$25,000, the Grantee is encouraged to maintain a uniform accounting entry, full accrual accounting system and a financial management system in accordance with Generally Accepted Accounting Principles, but shall at least maintain a simplified double entry bookkeeping system as defined in the OMB Circulars A-110 and A122.
3. The Grantee's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Department as defined in Sections III and IV.
4. The Grantee shall reconcile costs reported to the Department for reimbursement or as match to expenses recorded in the Grantee's accounting bookkeeping system, as determined under Section V(D), on an ongoing and periodic basis. The Grantee agrees that reconciliations shall be completed at least quarterly and will be documented. The Grantee shall retain the reconciliation documentation in accordance with the records retention requirement specified in Section VI.

5. The Grantee may only change its accounting period with prior written approval from the Department. The Department may approve a change in accounting period only if the Grantee has a substantial verifiable business reason for changing the accounting period and agrees to submit a close-out audit, as defined in Section V(K)(6), within 90 days after the first day of the new accounting period. Proof of Internal Revenue Service approval shall be considered verification that the Grantee has a substantial business reason for changing their accounting period.
6. A change in accounting period shall not relieve the Grantee of reporting or audit requirements under this Agreement. An audit meeting the requirements of this contract shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

E. Subcontracting

1. All subcontracts awarded by the Grantee must be consistent with the Grantee's obligations under this Agreement including, but not limited to, the following:
  - a. be embodied in a written agreement signed by the Grantee and subcontractor;
  - b. include a requirement that subcontractors comply with the requirements and provisions of this agreement;
  - c. specify the services to be provided and the costs of those services; and,
  - d. include provisions for modifying or terminating the subcontract.
2. The Grantee shall establish appropriate instruction and monitoring procedures for ensuring each subcontractor's compliance with the provisions of this Agreement and applicable state and federal regulations. The Grantee remains responsible for the performance of any part of this Agreement that is subcontracted.

These procedures shall include, but not be limited to, distribution of policy documents.
3. Upon execution of all subcontracts, the Grantee must submit a copy of each subcontract to the Department.

F. Copyright

Data and innovations developed as a result of the contracted services cannot be copyrighted or patented. All data, documentation and innovation become the property of the State of Wisconsin.

G. Protection of Funds

Any funds advanced to the Grantee by the Department for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.

H. Competitive Procurement

The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

I. Use of State Employees

The Grantee will not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any department, commission or board thereof, to provide service relating to this agreement without the written consent of the employer of such person or persons and of the Department.

J. Conflict of Interest

If a state public official (s.19.42, Wis. Stats.), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10) interest is a party to this Agreement; and, if this Agreement involves payment of more than \$3,000 within a twelve-month period, this Agreement may be voided by the state unless appropriate disclosure is made according to s.19.45(6), Wis. Stats., before signing the agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Madison, Wisconsin 53703 (telephone 608/266-8123).

K. Grantee Audit Requirement (For grantees receiving more than \$300,000 in a fiscal year of government funding.)

1. General Requirements

- a. Governmental Entities: Governmental entities shall comply with the Single Audit Act of 1984, Office of Management and Budget (OMB) Circular A-133 (Revised 6/24/97) and the State Single Audit Guidelines issued by the Department of Administration.
- b. Nonprofit Agencies: Nonprofit agencies that have been certified under USC 501(c)(3) shall comply with OMB Circular A-133 and the State Single Audit Guide.
- c. The Grantee shall submit at least one copy of a certified annual audit report to the Audit Coordinator, Department of Workforce Development, 201 East Washington Avenue, P.O. Box 7972, Madison, Wisconsin 53707-7972, within thirty (30) days from the issuance of the report, but no later than six (6) months after the end of the Grantee's fiscal period. The audit shall be conducted and reports submitted in accordance with applicable state and federal regulations and guidelines and professional standards, including, but not limited to: OMB Circular A-133 as applicable; the State Single Audit Guidelines as applicable; Section 46.036 of

the Wisconsin Statutes; and General Accepted Auditing Standards.

- d. When the Grantee's fiscal year is not the same as this Agreement period, a bridging schedule shall be prepared and included in the certified annual report. The bridging schedule shall identify costs to this Agreement period. The bridging schedule may be part of the Schedule of Federal and State Financial Assistance.
- e. The Grantee shall submit with the certified annual audit report a copy of the Management Letter received from the auditor. If the auditor does not issue a Management Letter, the Grantee shall submit a written assurance to the Department that a Management Letter was not submitted because the audit firm did not issue one. Documents issued by the auditor, which contain information comparable to that, which would be issued in a Management Letter, under another title, shall be considered Management Letters for purposes of this Agreement.
- f. When contracting with an outside auditor, the Grantee shall authorize the auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department.

2. DWD Response to Audit Report

The Department shall notify the Grantee within ninety (90) days of receipt of the audit completed by the independent certified auditor, whether or not the audit meets the requirements of the Department's audit guidelines. The Department shall initiate resolution of audit findings with the Grantee within 180 days following notification of the audit's acceptance. If the audit is not complete or is acceptable only in part, the Department shall rely upon the acceptable portion of the audit and any additional audit work shall build upon the work already done.

3. Grantee Failure to Meet General Requirements

The Department reserves the right to conduct an independent audit of the Grantee if the Grantee fails to secure an audit covering all funds or a follow-up review of selected areas is determined to be necessary. In the event that the Grantee fails to secure an audit, the Department's costs for completing an audit will be charged back to the Grantee.

4. Requirement of Subcontractors

The Grantee agrees that it is responsible for assuring that all purchase of service contracts of \$25,000 or more meet the requirements of the OMB Circular A-133 that pertain to subrecipient audits.

5. Resolution of Findings

The Department shall initiate resolution of audit findings with the Grantee pursuant to Audit Resolution Policies developed by the Department.

6. Close-Out Audits



- a. An agreement specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Grantee ceases operations or when the Grantee changes its accounting period (fiscal year). The purpose of the audit is to close out the short accounting period. The required close-out agreement specific audit may be waived by the Department upon written request from the Grantee for grants, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
- b. The Grantee shall ensure that its auditor contacts the Department prior to beginning the audit. The Department or its representatives shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditor and the Grantee. Payment of increased audit costs as a result of the additional testing requested by the Department is the responsibility of the Grantee.
- c. The Department may require a close-out audit with all audit requirements specified in Section V (K) (6). In addition, the Department may require that the auditor annualize revenues and expenditures for purposes of applying OMB Circular A-133 and determining major federal financial assistance programs. This information shall be disclosed in a note to the schedule of federal awards.

L. Liabilities

1. The Grantee shall notify the Department in writing within thirty (30) days of the date payment was due of any past due liabilities to the federal government, state government or their agents for income tax withholding, FICA, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other funds owed. The written notice shall include the amount(s) owed, the reason the funds are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the funds are owed, the expected payment date and other related information.
2. The Grantee shall notify the Department in writing within thirty (30) days of the date payment was due of any past due liabilities in excess of \$500, or when total past due liabilities exceed \$1,000, related to the operation of this Agreement for which the Department has reimbursed (or will reimburse) the Grantee. The written notice shall include the amount(s) owed, the reason the funds are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the funds are owed, the expected payment date and other related information. If the liabilities are in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by the Grantee to resolve the dispute.

3. The Department may require written assurance, quarterly, that the Grantee has reconciled costs, receipts and refunds reported to the Department for reimbursement or as match to the expenses and revenues recorded in the Grantee's accounting records and that all necessary adjustments have been reported to the Department or recorded in the accounting records, as appropriate. Upon request from the Department, written documentation of reconciliations may be required.
4. The Department may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of the agreement, employee dishonesty bonding sufficient to hold the Department harmless in the event of an employee fraud or defalcation.
5. The Department and Grantee each agree that they shall be responsible for any losses or expenses (including costs and attorney fees) attributable to the acts or omissions of their officers, employees or agents.

M. Equipment

The Grantee agrees to comply with the Department's Policies and Procedures regarding equipment procured, if any, under this Agreement including prior approvals, inventories, minimum operating standards, installation, ownership, depreciation, moves, repair and maintenance.

VI. Records

A. General Requirements

The Grantee shall maintain such records as required by state and federal laws. The Grantee shall maintain records in a manner that will restrict disclosure of confidential information unless required or permitted by state or federal law or court order.

B. Inspection of Records

The Department reserves the right to inspect records and programs, insofar as is permitted by state and federal laws, by representatives of the Department and its authorized agents and federal agencies in order to confirm the Grantee's compliance with the specifications of this Agreement.

C. Retention of Records

The Grantee agrees to retain and make available to the Department all program and fiscal records in accordance with applicable federal regulations (OMB Circulars A-102 and A-110) or until the audit and subsequent audit resolution processes have been completed, whichever is later.

The Department or its agents shall have access to all existing Agreement related records, regardless of record retention requirements.

D. Confidentiality of Participant Information

The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or the Department's responsibilities under this agreement is prohibited except with the informed written consent of the eligible individual or the individual's legal guardian.

VII. Access to Grantee

The Grantee agrees to hire staff with special translation or sign language skills and/or they will provide staff with special translation or sign language skills training or find persons who are available within a reasonable time and who can communicate with non-English speaking or hearing impaired clients; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; and make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators or ground floor rooms, and Braille, large print or taped information for the visually impaired. Informational materials will be posted and/or available in languages and formats appropriate to the needs of the client population.

VIII. Agreement Revisions and/or Termination

A. Remedy for Failure to Comply

Failure to comply with any part of this Agreement may be considered cause for termination of this Agreement.

B. Allowable Conditions for Renegotiation

This Agreement or any part thereof may be renegotiated in such circumstances as: (1) increased or decreased volume of services; (2) changes required by state or federal laws or regulations or court action; or, (3) funds available affecting the substance of this Agreement.

C. Requirement of Written Amendments

Revision of this Agreement is not effective until agreed to by the Department and the Grantee by a modification requiring the signature of both parties, or supplement requiring the signature of the Department.

D. Right to Terminate/Suspend Agreement

Upon a sixty-day written notice, either party has the right to terminate this Agreement. The Department reserves the right to immediately terminate this Agreement upon notice via certified mail to the Grantee if the Department believes there is a substantial noncompliance with program and financial requirements. The Department will not pay any costs incurred after the termination date. Failure to comply with any part of this agreement may be considered cause for revision or suspension of this Agreement.

E. Inability to Provide Services

The Grantee shall notify the Department whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the Department shall determine whether such inability will require revision or cancellation of this Agreement.

F. Remedy for Early Termination

If the Department finds it necessary to terminate this Agreement prior to the stated expiration date for a reason other than nonperformance by the Grantee, actual costs incurred by the Grantee may be reimbursed for an amount determined by mutual agreement of both parties.

IX. Sanctions

The Grantee shall comply with all requirements under this Agreement. Instances of noncompliance shall be corrected promptly and reported timely by the Grantee to the Department. If the Department becomes aware of noncompliance with this Agreement, either through notice from the Grantee or through other means, appropriate procedures shall be instituted to protect the interests of the Department. If audits or other required information are not submitted timely, sanctions may be applied.

X. Conditions of the Parties Obligations

A. Requirement of State and Federal Authorization

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.

B. Legal Powers and Duties

The Department and the Grantee understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

C. Debarment or Suspension

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Grantee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment. (See section XII, for required signature.)

D. Related Party Transactions

If the Grantee plans to use a related party (see OMB Circular A-133 for a definition of related party and allowable costs associated with related parties) in the provision of services under this Agreement, the Grantee agrees to the following:

1. Prior to the execution of this agreement, the Grantee shall obtain from the Department, approval of a written detailed description of the business to be transacted with the related party, the terms of reimbursement or transactions between the parties, and an estimate of the volume of business with the related party. The approved description shall be incorporated into this agreement by reference.
2. Provide to the Department such information as may be requested to enable it to approve the written agreement referred to in Section V (D) (1) above.
3. Notify the Department if the actual amount and/or type of business conducted with the related party during the contract period differ significantly from the approved written description.
4. Require that the related party follow all federal, state, and grants and financial management rules as they apply to related parties.
5. Require an audit of the related party (regardless of the type of organization of the related party). The audit may be either consolidated with the Grantee's audit or be a separate audit in accordance with requirements established by the Department in conformance with OMB Circular A-133. The audit shall identify related party transactions including a schedule showing actual allowable costs incurred in providing goods or services by the related party. The Grantee agrees to provide the Department with a copy of the related party's audit upon request.

E. Pro-Children Act of 1994

Since a portion of the funds under this Agreement includes federal funds, the Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

F. Completeness of Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein and includes the attached Appendices, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XI. Certification Regarding Lobbying

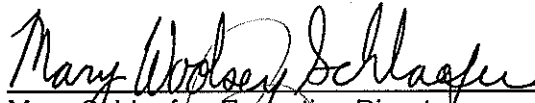
In conformance with federal law, the authorized Grantee representative must review, sign and return with this agreement either the Certification Regarding Lobbying form (Attachment A) or the Disclosure of Lobbying Activities (Attachment B).

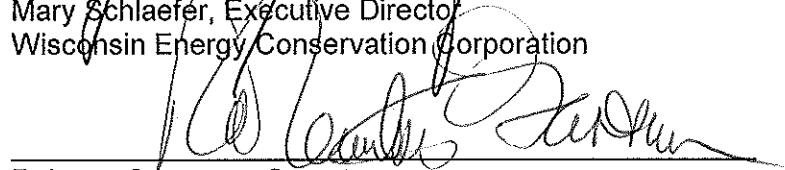
XII. Certification Regarding Debarment and Suspension

In conformance with federal law, the authorized Grantee representative must review, sign and return the Certification Regarding Debarment and Suspension form (Attachment C).

XIII. Validity of this Agreement

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by the Department. Please sign both originals and return one original (state) to the Agreement Administrator.

  
\_\_\_\_\_  
Mary Schlaefel, Executive Director  
Wisconsin Energy Conservation Corporation

  
\_\_\_\_\_  
Roberta Gassman, Secretary  
Department of Workforce Development

8/5/09  
Date

7/17/09  
Date

Log # 3210

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By Mary Wooley Schlaeger  
(Signature of Official Authorized to Sign Application)

Date: 8/5/09

For:

Name of Provider

Title of Program

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post award		3. Report Type: <input type="checkbox"/> a. initial filing b. material change  For Material Change Only:  year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:   Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:   Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description:  CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):			10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Tele. No.: _____ Date: _____		



DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

0348-0046  
(cont.)

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks ☐ Subawardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ARFP-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

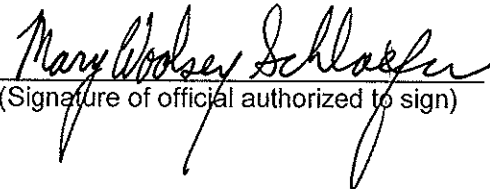
The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

BY

  
(Signature of official authorized to sign)

Date

8/5/09

## APPENDIX A

The Wisconsin Department of Workforce Development (DWD)  
Division of Employment and Training (DET)  
and  
The Wisconsin Energy Conservation Corporation (WECC)  
for the  
Energy Advocate Youth Demonstration Pilot

### **Purpose**

The Energy Advocate Youth Demonstration project, funded with American Recovery and Reinvestment Act (ARRA) funds, is a project that will create a new connection and working relationship with the Wisconsin Energy Conservation Corporation and the Workforce Development Boards (WDBs). Wisconsin Energy Conservation Corporation (WECC) is the administrator for Focus on Energy, Wisconsin's statewide energy efficiency and renewable energy program.

DWD is making ARRA funds available to 5 WDBs, which were selected based on urban communities with high unemployment rates, to connect disadvantaged young adults to jobs in electrical residential audits/demonstration. Each WDB will receive funding for 2 teams of 2 energy auditors and 1 supervisor position for 40 hours of training and 8 weeks of work at 25 hours per week each.

The WDB's will target at-risk youth for these positions and be responsible for the recruitment, enrollment, employment and management oversight of the 10 demonstration teams.

WECC will provide the energy efficiency training, evaluation, household supplies, marketing and energy efficiency expertise to help launch the program.

Youth will be employed to assist individuals in reducing their household's electric usage by giving advice, adjusting equipment and providing simple installation of some energy efficiency measures.

In consideration of the mutual understanding and agreements hereinafter set forth, WECC and DWD agree as follows:

### **I. SERVICES TO BE PROVIDED BY WECC**

#### **A. Training**

WECC will be responsible for conducting the energy efficiency training session for 25 at-risk youth at their Madison location for up to 40 hours of training.

WECC will provide follow up training, as needed, as well as complete and provide to DWD a post-training analysis.

Training is scheduled to be held starting July 13, 2009 at WECC.

This grant will fund the cost of lodging, meals and transportation costs to and from the centralized training, as outlined in the attached addendum.

**B. Energy Audit Supervision**

WECC will provide supervision, oversight and data collection management for the energy audit demonstration project.

**C. Reporting**

WECC will report to DWD upon the completion of the summer youth demonstration, and by October 30, 2009, the following information:

- Number of participants trained
- Data collection and energy audit summary report
- Supervision field notes, retention progress, and reliability and program improvement recommendations.

**D. Invoicing**

The grant period is from May 1, 2009 through September 30, 2009. WECC will invoice DWD for the costs to provide training for students and trainers at state rate for lodging, transportation cost, meals, and training materials in the amount up to \$12,620. An additional \$4,000 would also be provided per each of the 5 locations for community awareness to promote the availability of the energy saving audits. Household supplies for \$10,800 would also be provided for the target of 900 homes at \$12 per household. The total contract amount for training, promotion, and reimbursement would be \$74,631 in accordance with the attached budget.

Invoices to be mailed to Dianne Reynolds, 201 E. Washington Avenue, Room E100, P.O. Box 7972, Madison, Wisconsin, 53707-7972

**II. SERVICES TO BE PROVIDED BY DWD:**

- A. DWD will contract with the local WDBs to identify appropriate youth to fill the slots, as well as serve as employer of record for those youth. The WDBs will report participant activity in the state's system.
- B. DWD will reimburse WECC within 30 days of invoicing for the costs of training.

## BUDGET

Lodging – Participant	\$3,080
Lodging – Trainer	\$210
Travel – Participants	\$1,550
Travel – Trainer	\$50
Meals – Participants	\$4,110
Meals – Trainer	\$120
Training Materials	\$3,000
Phone & Shipping	\$500
Logistics	\$100
Personnel – Trainers	\$15,545
Personnel – Staffing	\$1,190
Personnel – Focus Support staff	1,776
On-Site Technical support, if needed	\$5,000
Monitoring & Evaluation – Technical staff	\$4,500
Monitoring & Evaluation – Program staff	\$2,200
Monitoring & Evaluation – Support staff	\$900
Community Awareness Campaign	\$20,000
In-home audit supplies	\$10,800
<b>TOTAL</b>	<b>\$74,631</b>